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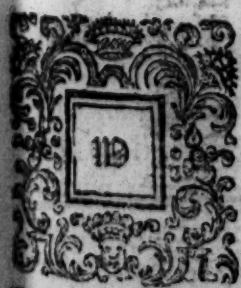


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Subject and charge a competent Part of the Manor and Lordship of *Tottenham Hall*, otherwise *Tottenham Court*, in the County of *Middlesex*, and of the Lands and Hereditaments thereunto belonging, with the Payment of a perpetual yearly Rent-charge to Doctor *Richard Browne* and his Successors; and for divesting the Fee-simple and Inheritance of the said Premises out of him and his Successors, and for vesting the same in Trustees to the Use of *Charles Fitz Roy*, Esquire, and *Ann* his Wife, and their Issue, with such Powers and Authorities as therein are mentioned:



Whereas the Reverend *Richard Browne*, Doctor in Divinity, is Prebendary of the Prebend commonly called *Tottenham Hall*, otherwise *Tottenham Court*, within the Cathedral Church of *Saint Paul*, in the City of *London*, and in Right of his said Prebend is seised of or intitled to the Fee and Inheritance of the Prebendal, otherwise Prebend Manor, and Lordship of *Tottenham Hall*, otherwise *Tottenham Court*, otherwise called the Manor of *Tottenham*, otherwise *Tottenhall*, in the County of *Middlesex*, with the Rights and Appurtenances thereof, and of and in



in divers Lands, Tenements, and Hereditaments thereunto belonging, or reputed to belong, situate, lying, or being in or near the Parish of *Saint Pancras*, otherwise called *Kentish Town*, in the County of *Middlesex*, subject to the Prebendal Lease hereafter mentioned :

And whereas the said Doctor *Richard Browne*, by his Indenture, bearing Date the Seventeenth Day of *March* One thousand Seven hundred and Fifty-eight, duly registered in the Registry of the County of *Middlesex*; and made between him as Prebendary of the said Prebend of the First Part; the Right Honourable *Francis* Earl of *Hertford*, Knight of the most Noble Order of the Garter, and *Wentworth Odiarne* of the Parish of *Saint George Hanover Square*, in the County of *Middlesex*, Esquire, since deceased, who are therein mentioned to be the then surviving Executors and Devisees, in Trust, named in the last Will and Testament of the most Noble *Charles* late Duke of *Grafton*, then deceased, of the Second Part; and *William Francis* of *Tottenham Court* afore said, Yeoman, and *Isaac Grant* of *Symond's Inn*, in the said County of *Middlesex*, Gentleman, of the Third Part; and by Livery and Seisin thereon indoried; in Consideration of a competent Sum of Money to the said *Richard Browne* paid by the said *Francis* Earl of *Hertford* and *Wentworth Odiarne*, and of the Surrender of a former Lease therein mentioned to be made of the Hereditaments and Premises therein after mentioned, and for other Considerations therein expressed, did demise and grant unto the said *Francis* Earl of *Hertford* and *Wentworth Odiarne* all that the said Prebend Manor and Lordship, by the Name and Description of the Manor and Lordship of *Tottenham Hall*, otherwise called *Tottenham Court*, with all and singular the Appurtenances set, lying, and being in the Parish of *Saint Pancras*, otherwise called *Kentish Town*, in the County of *Middlesex*, and all the Lands, Tenements, Hereditaments, Meadows, Leasows, Pastures, Feedings, Underwoods, Rents, Reversions, Services, Wards, Marriages, Reliefs, Fines, Heriots, and Amerciaments, and all other Profits, Liberties, Franchises, and Commodities whatsoever they be, with all and singular their Appurtenances then or at any Time theretofore used, known, reputed, occupied, or taken as Part or Parcel of the Possessions of the said Prebend Manor or Lordship, or any of them, or at any Time theretofore demised, granted, or letten with the said Prebend Manor or Lordship, or any of them; and also all those his the said *Richard Browne's* Woods and Fuel lying beside *Highbate*, in the said County of *Middlesex*, Parcel of the Prebend Manor or Lordship afore said, together with all other Lands, Tenements, and Hereditaments, Profits, Emoluments, Jurisdictions, Pre-eminences, and Commodities whatsoever to the said Prebend Manor or Lordship, and every or any of them, in any-wise appertaining or belonging (except and always reserved unto the said *Richard Browne* and his Successors the Stall in the Choir of the said Cathedral Church belonging to the said Prebend, and also Voice and Room in the Chapter House of the said Church, and also all and all Manner of Bread and Bread-money, Drink and Drink-money, to the same Prebend of ancient Time belonging and appertaining; and also except and always reserved to the said *Richard Browne* and his Successors all Dividends and other Profits whatsoever which the said *Richard Browne* or his Successors might, or at any Time thereafter ought to have by reason of his or their Presence or Residency in the said Cathedral Church, not lying nor being, rising nor growing out of or within the said Parish of *Saint Pancras*, alias *Kentish Town*) to hold to the said *Francis* Earl of *Hertford* and *Wentworth Odiarne*, their Heirs and Assigns, for and



and during the natural Lives of the Honourable *Charles Fitz Roy*, then of the Parish of *Saint George Hanover Square*, in the said County of *Middlesex*, Esquire, Grandson of the said *Charles* late Duke of *Grafton*, and of *Ann*, now the Wife of the said *Charles Fitz Roy*, by the Name and Description of *Ann Warren* of the Parish of *Saint Mary le Bon*, in the said County of *Middlesex*, Spinster, eldest Daughter of the then late *Sir Peter Warren*, Knight of the Bath, then deceased, and of the most Noble *Augustus* then and now Duke of *Grafton*, Brother of the said *Charles Fitz Roy*, and the Life of the longest Liver of them, yielding and paying therefore yearly during the natural Lives of them the said *Charles Fitz Roy*, *Ann Warren*, now the Wife of the said *Charles Fitz Roy*, and *Augustus* Duke of *Grafton*, and of the longest Liver of them, unto the said *Richard Browne* and his Successors, Prebendaries of the said Prebend for the Time being, the yearly Rent or Sum of Forty-six Pounds of lawful Money of *Great Britain* at the Feasts of *Saint Michael* the Archangel and the Annunciation of the Blessed *Virgin Mary*, by even and equal Portions, free from all Deductions, as by the said in Part recited Indenture of Lease, relation being thereunto had, may appear :

And whereas by Indenture of Six Parts, bearing Date the Twenty-seventh Day of *July* One thousand Seven hundred and Fifty eight, duly registered in the Registry of the County of *Middlesex*, and made between the said *Francis* Earl of *Hertford* and *Wentworth Odiarne*, as surviving Executors and Devisees, in Trust, named in the said Will of the said *Charles* late Duke of *Grafton*, deceased, of the First Part ; the said *Charles Fitz Roy*, of the Second Part ; *Joshua Sharpe* of *Lincoln's Inn*, in the said County of *Middlesex*, Gentleman, of the Third Part ; Dame *Susannah Warren*, the Widow and acting Executrix of the said *Sir Peter Warren*, and also the Guardian of the Children of the said *Sir Peter Warren* by his last Will and Testament for that Purpose appointed, of the Fourth Part ; the said *Ann*, now the Wife of the said *Charles Fitz Roy*, by her then Name and Description of *Ann Warren*, Spinster, eldest Daughter and One of the Coheirs and residuary Legatees of the said *Sir Peter Warren*, then an Infant of the Age of Nineteen Years or thereabouts, of the Fifth Part ; and the Right Honourable *Sir John Willes*, Knight, then Lord Chief Justice of his Majesty's Court of Common Pleas at *Westminster*, since deceased, the Right Honourable *Henry Seymour Conway*, then Major-General of his Majesty's Forces, and now or late One of his Majesty's Principal Secretaries of State, and *John Norris*, then of *Hempstead*, in the County of *Kent*, Esquire, since deceased, of the Sixth Part ; reciting the said herein before recited Indenture of Lease from the said Doctor *Richard Browne* to the said *Francis* Earl of *Hertford* and *Wentworth Odiarne* : And farther reciting, amongst other Things, that a Marriage was agreed upon, and was intended to be then shortly had and solemnized, by and between the said *Charles Fitz Roy* and the said *Ann Warren* ; and that, with the Consent of the said Dame *Susannah Warren*, several Agreements for mutual Settlements of their Estates had been entered into previous to the said Marriage, they the said *Francis* Earl of *Hertford* and *Wentworth Odiarne*, by the Direction of the said *Charles Fitz Roy* and of the said *Ann Warren*, his now Wife, with the Privy and Consent of the said Dame *Susannah Warren*, did, in pursuance of the said Agreements, and for the Considerations therein mentioned, grant and release to the said *Joshua Sharpe* the said Prebendal or Prebend Manor or Lordship, with the several Rights, Members, and Appurtenances thereof, and all and every the Messuages, Lands, and Hereditaments



titaments granted or demised to the said *Francis* Earl of *Hertford* and *Wentworth Odiarne*, and their Heirs, in or by the said before recited Lease or Demise, by the said Doctor *Richard Browne* as aforesaid, to hold to the said *Josua Sharpe* and his Heirs, during the Lives of them the said *Charles Fitz Roy*, *Ann*, now the Wife of the said *Charles Fitz Roy*, and *Augustus Duke of Grafton*, to the Uses, upon the Trusts, and to and for the several Intents and Purposes therein expressed; that is to say, To the Use of the said *Francis* Earl of *Hertford*, *Sir John Willes*, *Henry Seymour Conway*, and *John Norris*, and their Heirs, during the Lives aforesaid, upon the several Trusts to take Effect on the Solemnization of the said intended Marriage; that is to say, Upon Trust, in the First Place, to execute such Leases as therein are mentioned for the several Purposes therein expressed; and then in Trust, out of the yearly Rents and Profits from time to time, to pay the yearly Rent reserved by the original Lease; and subject thereto, to levy and raise out of the Residue of the same Rents from time to time such Sums as should be requisite for paying the Fine, and defraying the Costs and Charges of renewing the said Lease, as often as any Life should drop; and subject thereto, and to the Performance of certain other Trusts therein expressed, which are since performed, upon farther Trust to pay to the said *Ann Warren*, the then intended and now Wife of the said *Charles Fitz Roy*, during her Coverture, the annual Sum of Four hundred Pounds *per Annum* Quarterly for her separate Use, in Nature of Pin Money; and subject thereto, in Trust to permit the said *Charles Fitz Roy* and his Assigns, to receive the remaining Rents during his Life, and after his Death in Trust to permit the *Ann Warren* (she surviving the said *Charles Fitz Roy*) to receive the Rest and Residue of the said Rents and Profits during her Life; and after her Decease, in Trust to permit the First Son of the Bodies of the said *Charles Fitz Roy* and *Ann Warren* his now Wife, and the Heirs Male of the Body of such First Son, to receive the Rest and Residue of the said Rents and Profits; and in Default of such Issue, in Trust to permit the Second, Third, Fourth, Fifth, and all other Sons of the said *Charles Fitz Roy* and the said *Ann* his Wife, and the Heirs Male of their several Bodies, to receive the Rents of the said Premises severally and successively, according to Priority of Birth; and for Default of such Issue, to permit the First and other Sons of the said *Charles Fitz Roy* by any after-taken Wife, and the Heirs Male of their several Bodies, to receive the said Rents successively, according to Priority of Birth; and in Default of such Issue, in Trust to permit all the Daughters of the said *Charles Fitz Roy* and *Ann Warren* his now Wife, and the Heirs of their several Bodies, to receive the said Rents as Tenants in Common, with Cross Remainders, amongst such Daughters, being more than One, and the Heirs of their Bodies; and if there should be but One Daughter, then in Trust for that Daughter and the Heirs of her Body; and for Default of such Issue, in Trust to permit the said Rents and Profits to be received by the right Heirs of the said *Charles Fitz Roy*: And it is thereby provided, that if there should be an eldest or only Son of the Bodies of the said *Charles Fitz Roy* and the said *Ann* his then intended Wife, who should attain the Age of Twenty-one Years, and that either of them should die in the Life-time of such Son, whether he should then have attained the Age of Twenty-one Years or not, that the said *Francis* Earl of *Hertford*, *Sir John Willes*, *Henry Seymour Conway*, and *John Norris*, and the Survivors and Survivor



vivor of them, and the Heirs and Assigns of such Survivor, when and as soon as such Son should attain the Age of Twenty-one Years, should yearly, during the joint Lives of such Son and of the Survivor of the said *Charles Fitz Roy* and *Ann* his then intended Wife, levy and raise out of the Rents and Profits of the said Premises, for the Support and Maintenance of such Son, the yearly Sum of Two hundred Pounds Tax-free, to be paid to him or his Assigns during the said joint Lives by half-yearly Payments, in Manner therein mentioned : And it is thereby further provided and declared, that the said *Charles Fitz Roy* should have Power during his Life, after the Decease of the said *Ann* his then intended Wife, to grant an Annuity or clear yearly Rent-charge, not exceeding Two hundred Pounds, to be issuing out of the Premises, in Trust for any after-taken Wife, as by the said in Part recited Indenture of Six Parts, relation thereunto being had, may appear :

And whereas the said intended Marriage soon after took Effect and was solemnized, and there is Issue of the said *Charles Fitz Roy*, by the said *Ann* his Wife, Four Sons and Two Daughters ; *videlicet*, *George Ferdinand Fitz Roy*, *Charles Fitz Roy*, *William Augustus Fitz Roy*, *Henry Fitz Roy*, *Susannah Maria Fitz Roy*, and *Charlotta Fitz Roy*, who are all Infants :

And whereas many of the Fields, Pasture Grounds, and Inclosures, Parcel of the said Prebend Manor and Hereditaments comprised in the said Prebendal Lease, lie contiguous to or are near or adjacent to the new Houses and Buildings which have been lately erected and built, and continue to be daily erected and built, Northward of *Saint Giles's Pound* and *Oxford Road*, in the Parish of *Saint Giles*, and in and about *Tottenham Court* and *Tottenham Court Turnpike*, and elsewhere in the said Parish of *Saint Pancras*, otherwise called *Kentish Town* ; and it is apprehended that a considerable Improvement may be made by building upon divers Parts of the said Leasehold Hereditaments and Premises ; and as the Soil of several of the same Leasehold Hereditaments and Premises doth contain Brick Earth, Clay, Loom, Marl, Sand, Ballast, Gravel, and other valuable Materials, which of late Years are become very scarce, and will fetch a great Price in that Neighbourhood, it is also apprehended that a further Profit may be made by digging for and getting Brick Earth, Clay, Loom, Marl, Sand, Gravel, Ballast, and such other Materials as aforesaid, thereout, and by carrying on proper Works for the raising, converting, and manufacturing such of the said Materials as are proper for that Purpose into Brick, Tile, and Earthen-ware, and by vending, converting, or otherwise disposing of the same, and of divers other of the said Materials ; but as the said *Charles Fitz Roy* the Father and the said *Ann Fitz Roy* his Wife, and their said Trustees, have only Life Interests in the said Hereditaments and Premises comprised in the said Lease, and their Children are all Infants ; and the said *Doctor Richard Browne*, although he is by Law deemed to be seised of, or intitled in Reversion to, the Fee and Inheritance, in Right of his said Prebend, of and in the said Hereditaments and Premises comprised in the said Lease, subject to and expectant upon the Determination of the said Freehold Estate and Interest for Lives granted by the said Lease, is nevertheless, by the Laws and Statutes of this Realm now in Force, absolutely restrained from making any such Grant, Conveyance, or Assurance (other than for Three Lives, according to the Manner in which the said Premises have been usually



and accustomably leased or letten) as will not be liable to be set aside and avoided by his Successors, and is likewise by the same Laws and Statutes disabled to make any such Contract or Agreement concerning the Matters aforesaid, and concerning the Ground and Soil of the said Premises, as will be binding upon his Successors; for all which and other Reasons the several Persons, who would otherwise be willing to treat and enter into Contracts for building and erecting substantial Houses, Edifices, or Buildings, and erecting and carrying on the aforesaid Kind of Works or other Works on the said Premises, are deterred or discouraged from taking any Leases or Grants of all or any of the said Premises, for all or any of the Purposes aforesaid, and likewise from entering into any Contract or Treaty concerning the said Premises, or concerning the Ground or Soil thereof, or concerning the Materials contained therein; and the said *Charles Fitz Roy* the Father, and all others deriving any Estate or Interest under the said Lease, are liable to be sued, questioned, or impeached by the said *Richard Browne* and his Successors, Prebendaries of the said Prebend, if they do or suffer to be done any Act, either by digging for or getting Brick Earth, Clay, Loom, Marl, Sand, Gravel, or other Materials, or by otherwise meddling with and consuming the Soil, which may be deemed to amount to any Waste, Destruction, or Spoil in or upon the said Premises; by all which Means a great Part of the Lands, Hereditaments, and Premises, comprised in the said Lease, doth not yield that Profit to the said *Charles Fitz Roy* and his Family, as the Owners or Proprietors thereof, as the same Premises would yield and produce if he and his Trustees had the full Power of letting, granting, and alienating and contracting for or concerning the same, or of making any other Use or Disposition thereof as other Owners and Proprietors of Lands have a Right to do:

And whereas the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, with the Privy of the Right Reverend Father in God *Richard* Lord Bishop of *London*, and of the Dean and Chapter of the Cathedral Church of *Saint Paul* (within which Cathedral Church the said Doctor *Richard Browne* is Prebendary in Right of the said Prebend as before is mentioned) have proposed to the said Doctor *Richard Browne* to settle and secure upon him and his Successors, by way of a Rent-charge to be issuing out of a competent Part of the said Premises, a much greater yearly Revenue than can possibly arise to him or them, either by the reserved yearly Rent of Forty-six Pounds, which is now payable under the present, or which may hereafter be payable under any future Lease, or by any casual Profits which may arise or be made by the Fines to be from time to time had or received upon any future Renewals of the present or future Leases, or otherwise, provided and upon Condition, that the absolute Fee-simple and Inheritance of the said Manor or Lordship, Hereditaments and Premises, shall be divested out of the said *Richard Browne* and his Successors, and shall be effectually settled and assured to and vested in them the said *Charles Fitz Roy* the Father and the said *Ann* his Wife, and their Issue, or to the Trustees of their said Marriage Settlement; and he the said Doctor *Richard Browne*, with such Privy as aforesaid, hath declared himself willing to accept of the said Proposal, provided that the perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, free from all Deductions, shall be effectually charged and secured upon and be made to be issuing out of a competent



rent Part of the said Hereditaments and Premises, and for ever payable to him and his Successors, Prebendaries of the said Prebend, with proper and effectual Powers and Remedies for securing the Recovery and due Payment thereof; and the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, with the Privity of their said Trustees, for and in Behalf of themselves and their Issue, have agreed thereto; provided that the Fee-simple and Inheritance in Possession of the said Hereditaments and Premises comprised in the said Lease, shall, as to a competent Part of the said Hereditaments and Premises, subject to the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, be freed, exonerated, and discharged of and from the Estate, Rights, Rents, Covenants, and Agreements reserved by and contained in the said Indenture of Lease first herein before recited, and of and from all and all Manner of Prebendal and other Rights, Titles, Claims, and Demands of the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend, and of the said *Richard* Lord Bishop of *London* and his Successors, Bishops of *London*, and of the said Dean and Chapter of the said Cathedral Church of *Saint Paul*:

But although the carrying the said Agreement into Execution will be of publick Utility, in regard that thereby the Brickmakers, Bricklayers, Builders, and other Persons concerned on that Side of the Town in Buildings, will be thereby furnished with a new Supply of Brick Earth, Clay, Loom, Sand, and other Materials, as well for the making Bricks, Tile, and Earthen Ware as for other Purposes; and although the effectuating the said Agreement will be very beneficial to the said *Charles Fitz Roy* and *Ann* his Wife, and their Issue, who otherwise can be intitled to no other Interest in the said Leasehold Premises than what will be determinable by the Dropping of Lives, except by way of Renewal of the said Lease, which Method is always attended with great Expence; and although the so effectuating the said Agreement will be very advantageous to the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend, as the same will greatly tend to the Improvement and Augmentation of the yearly Revenues of the said Prebend; Yet the same cannot be established and rendered effectual to answer the Intent of the Parties, without the Aid and Authority of Parliament;

May it therefore please Your most Excellent MAJESTY;

(At the humble Petition of the said *Charles Fitz Roy* the Father and *Ann* his Wife, for and on Behalf of themselves and the said *George Ferdinand Fitz Roy*, *Charles Fitz Roy*, *William Augustus Fitz Roy*, *Henry Fitz Roy*, *Susanna Maria Fitz Roy*, and *Charlotta Fitz Roy* their Infant Children, and of the said Doctor *Richard Browne*)

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the said Prebend Manor and Lordship of *Tottenham Hall*, otherwise *Tottenham Court*, otherwise called the Manor of *Tottenham*, otherwise *Tottenhall*, with all and singular the Rights, Members, and Appurtenances thereof, situate, lying, and being in the said Parish of *Saint Pancrass*, otherwise called *Kentish Town*, in the said County of *Middlesex*; and also all those the Coppices, Wood Grounds, and Woods, and Fuel,



Fuel, and the Ground and Soil thereof, lying beside *Highbate*, in the said County of *Middlesex*, and usually deemed to be Parcel of the Possessions of the said Prebendaries, or to be Parcel of the Prebend Manor or Lordship aforesaid; and all and every the Messuages, Farms, Lands, Tenements, Rents, Advowsons, and Hereditaments whatsoever, situate, lying and being in the Parish of *Saint Pancrass*, otherwise called *Kentish Town*, or elsewhere in the said County of *Middlesex*; and all Houses, Out-houses, Edifices, Buildings, Moors, Marshes, Heaths, Commons, Common of Pasture and Turbary, waste and void Ground, Mines, Quarries, Waters, Ponds, Fishings, Mills, Tythes, Free Rents, Rents of Copyhold and other Tenants, Reversions, Services, Courts Leet, Views of Frank-pledge, Courts Baron, Profits and Perquisites of Courts Leet and Courts Baron, or any other Courts, Parks, Warrens, and all other Liberties, Franchises, Privileges, Jurisdictions, Rights, Profits, Emoluments, and Appurtenances whatsoever to the said Manor or Lordship, Lands, Tenements, and Hereditaments, every or any of them, belonging or in any-wise appertaining, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Manor or Lordship, Lands and Hereditaments, and the absolute Fee-simple and Inheritance thereof, shall, from and after the Day of One thousand Seven hundred and Sixty-eight, be divested out of the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend of *Tottenbam Hall*, otherwise *Tottenbam Court*, and out of all other Person and Persons whatsoever in whom any Estate, Right, Title, Claim, or Interest now is or are or can be deemed to be now vested, or who hath or have any Power, Privilege, or Authority in or over the same, or any Part thereof; and that the same Prebend Manor and Lordship, with all and singular other the Hereditaments and Premises in this Act before-mentioned, shall from thenceforth be vested in and absolutely settled upon the said *Francis Earl of Hertford* and *Henry Seymour Conway* (who by the Deaths of the said *Sir John Willes* and *John Norris* are become the surviving Trustees in the said recited Indenture of Settlement) their Heirs and Assigns, freed and absolutely discharged of and from the Payment of the said yearly Rent of Forty-six Pounds to the said Prebendary and his Successors, and from the Performance of the Covenants, Agreements, Reservations, and Restrictions reserved and contained in the said before recited Indenture of Lease, and freed and discharged of and from all Remainders, Reversions, and Reversionary Interests resulting or arising therefrom, to or for the Benefit of the said Doctor *Richard Browne* or his Successors, Prebendaries of the said Prebend; and also freed and absolutely discharged of and from all Jurisdiction, Power, Pre-eminence, Controul, and Authority, and of and from all the Right, Title, Interest, Claim, and Demand of or by the said Right Reverend Father in God *Richard* Lord Bishop of *London* and his Successors, Bishops of *London*, or of or by the said Dean and Chapter of the said Cathedral Church of *Saint Paul* and their Successors; and likewise freed and discharged of and from all the Uses, Estates, Intails, Trusts, Remainders, Reversions, Powers, Provisoes, and Agreements, limited, expressed, or declared of or concerning the said Premises, or any Part thereof, in or by the Indenture of Release or Marriage Settlement of Six Parts so bearing Date the said Twenty-seventh Day of *July* One thousand Seven hundred and Fifty-eight as aforesaid.

And



And it is hereby Enacted and Declared, That the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs, shall stand and be seised of the said Prebend Manor or Lordship of *Tottenbam Hall*, otherwise *Tottenball Court*, otherwise called the Manor of *Tottenbam*, otherwise *Tottenball*, and all and singular other the Messuages, Lands, Tenements, and Hereditaments by this Act vested in them as aforesaid, to the several Uses and for the several Intents and Purposes, and subject to the several Powers, Privileges, and Declarations in this Act after expressed (that is to say) As to, for, touching, and concerning all that Piece or Parcel of Land called the *Home Field*, containing by Admeasurement Eighteen Acres Two Roods and Five Perches, be the same more or less, Parcel of the said Prebend Manor or Lordship, and all that other Piece or Parcel of Ground called the *Little Field*, containing by Admeasurement Two Acres Two Roods and Thirty-three Perches, be the same more or less, also Parcel of the said Manor or Lordship; and also all that Parcel of Ground at *Tottenbam Court*, now used as a Lay Stall, containing by Admeasurement Two Acres and Twenty Perches, be the same more or less, also Parcel of the said Manor or Lordship now in the Tenure or Occupation of *William Francis*, or his Assigns, to the Use of the Right Honourable *George Lenox*, commonly called Lord *George Lenox*, and the Right Honourable *Frederick Cavendish*, commonly called Lord *Frederick Cavendish*, their Executors, Administrators, and Assigns, for and during the Term and Estate of Ninety-eight Years, to be computed from the Day of

and from thence next ensuing, and fully to be complete and ended, without Impeachment of or for any Manner of Waste, upon the Trusts nevertheless, and for the several Intents and Purposes after expressed of and concerning the same Term and Estate, and from and after the End, Expiration, or other sooner Determination of the said Term and Estate of Ninety-eight Years in this Act before limited of and concerning the said Premises therein comprised, but subject thereto and the Trusts thereof in the mean Time to the Use of the said *Charles Fitz Roy* the Father, and his Assigns, during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Liberty to commit Waste; and after the Determination of that Estate, by Forfeiture or otherwise in the Life-time of the said *Charles Fitz Roy* the Father, to the Use of the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs, during the Life of the said *Charles Fitz Roy* the Father, upon Trust to preserve the contingent Uses and Estates herein after-mentioned from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall be or require; but nevertheless to permit and suffer the same *Charles Fitz Roy* the Father and his Assigns, during his Life, to have, receive, and take the Rents, Issues, and Profits of the said Hereditaments and Premises to and for his and their own Use and Uses; and from and immediately after the Decease of the same *Charles Fitz Roy* the Father, to the Use of the said *Ann*, now the Wife of the said *Charles Fitz Roy* the Father, and her Assigns, for and during the Term of her natural Life; and as, for, touching and concerning the said Prebend Manor or Lordship of *Tottenbam Hall*, otherwise *Tottenbam Court*, otherwise called the Manor of *Tottenbam*, otherwise *Tottenball*, and all and singular the Messuages, Lands, Tenements, and Hereditaments by this Act herein before vested in them the said *Francis Earl of Hertford*, and *Henry Seymour Conway*, and their Heirs, other than and except the said Pieces and Parcels of Land, Fields, and Closes hereby



hereby before limited, in Use to them the said Lord *George Lenox* and Lord *Frederick Cavendish*, their Executors, Administrators, and Assigns, for the said Term of Ninety-eight Years, in Trust as aforesaid, to the Use, Intent, and Purpose that the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend of *Tottenham Hall*, otherwise *Tottenham Court*, shall and may, by and out of the same Prebend Manor or Lordship, Lands, Tenements, Hereditaments, and Premises, other than as aforesaid, for ever thereafter, and yearly and every Year, have, receive, and take One perpetual annual Sum or yearly Rent-charge of Three hundred Pounds of lawful Money of *Great Britain*, to be yearly issuing and payable out of the same last mentioned Hereditaments and Premises, other than as aforesaid, by Four quarterly Payments on the Feasts or Days herein after-mentioned in every Year (that is to say) the Feast of *Saint John* the Baptist, *Saint Michael* the Archangel, the Birth of our Lord *Christ*, and the Annunciation of the *Blessed Virgin Mary*, without any Deduction or Abatement whatsoever out of the same, or any Part thereof; the First quarterly Payment of the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds to be made on the Feast Day of *Saint John* the Baptist next ensuing.

Provided always, and be it further Enacted and Declared, That if the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, payable as aforesaid, or any Part thereof, shall be behind or unpaid for the Space of Twenty-eight Days next after any of the Feasts or Days herein before limited and appointed for Payment thereof, then and so often it shall and may be lawful to and for the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend of *Tottenham Hall*, otherwise *Tottenham Court* aforesaid, for the Time being, to enter into and distrain upon the Prebend Manor and Lordship, Messuages, Lands, Tenements, Hereditaments, and Premises by this Act charged with the Payment of the same perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, and the Distress and Distresses then and there found to take, carry away, and impound, and otherwise dispose of, until the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, and all Arrears thereof, and all Costs and Charges attending such Entry and Distress, and all Damages to be sustained by Reason of the Non-payment thereof, shall be fully paid, satisfied, and discharged.

Provided also, and it is hereby further Enacted and Declared, That if the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, so hereby made payable as aforesaid, or any Part thereof, shall be behind or unpaid for the Space of Forty Days next after any of the Feasts or Days of Payment hereby in that Behalf appointed for Payment thereof, then and so often it shall and may be lawful to and for the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend of *Tottenham Hall*, otherwise called *Tottenham Court*, for the Time being, to enter into and upon all and every or any Part or Parts of the said Prebend Manor and Lordship, Hereditaments and Premises, hereby charged with the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, and to hold and enjoy the same Premises unto his and their own Use, or to take and receive the Rents, Issues, and Profits thereof, or of any Part thereof, then in Arrear or thereafter to grow due for the same, to and for his and their own Use and Benefit, until thereby or otherwise all



all Arrears then grown due, or which during such Possession shall grow due, of or for or in respect of the same perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, and all Costs, Charges, and Expences attending such Entry and Perception of the Rents and Profits of the said Premises, and all Damages occasioned by the Non-payment of the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, shall be fully paid and satisfied.

And, subject to the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds so by this Act made payable to the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend, for ever, and the Remedies and Powers by this Act before established for the Recovery thereof, and charged and chargeable therewith, It is hereby further Enacted and Declared, That the said Prebend Manor and Lordship, with the Appurtenances, and the said Lands, Tenements, Hereditaments, and Premises, so hereby charged with the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds, shall be and remain, and that they the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs, shall stand seised thereof, to the Use of the said Lord *George Lenox* and Lord *Frederick Cavendish*, their Executors, Administrators, and Assigns, for and during and unto the full End and Term of Ninety-nine Years from thenceforth next ensuing, and fully to be complete and ended, upon the Trusts and for the Intents and Purposes, and with, under, and subject to the Provisoes and Agreements herein after-mentioned and expressed of and concerning the same Term, and from and immediately after the Expiration or sooner Determination of the said Term of Ninety-nine Years; and in the mean time subject thereto and to the Trusts thereof, to the Use of the said *Charles Fitz Roy* the Father, and his Assigns, for and during his Life, without Impeachment of or for any Manner of Waste, and with full Liberty to commit Waste; and from and after the Determination of that Estate, by Forfeiture or otherwise, during the Life of the same *Charles Fitz Roy* the Father, to the Use of the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs, during the Life of the same *Charles Fitz Roy* the Father, in Trust to preserve the contingent Uses and Estates herein after-mentioned from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall be or require; but nevertheless to permit and suffer the same *Charles Fitz Roy* the Father, and his Assigns, during his Life, to have, receive, and take the Rents, Issues, and Profits of the said Prebend Manor and Lordship, Hereditaments and Premises, to and for his and their own Use and Uses; and from and immediately after the Decease of the same *Charles Fitz Roy* the Father, to the Use of the said *Ann* the Wife of the said *Charles Fitz Roy*, and her Assigns, for and during her Life; and as for, touching, and concerning the said Pieces or Parcels of Land, Clofes, and Hereditaments, herein before by this Act limited to the said Lord *George Lenox* and Lord *Frederick Cavendish*, their Executors, Administrators, and Assigns, for the said Term and Estate of Ninety-eight Years, from and after the Expiration or sooner Determination of the said Term, and the Decease of the Survivor of them the said *Charles Fitz Roy* the Father and the said *Ann* his Wife; and also as, to, for, and concerning the said Prebend Manor or Lordship, with the Appurtenances, and all and singular other the Lands, Tenements, Hereditaments, and Premises, whereof the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs, are by this Act to stand seised as aforesaid, from and after the



the Expiration or sooner Determination of the said Term and Estate of Ninety-nine Years thereof, herein before also limited, in Use to them the said Lord *George Lenox* and Lord *Frederick Cavendish*, their Executors, Administrators, and Assigns; and subject thereto in the mean time, and from and after the Decease of the Survivor of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, it is hereby Enacted and Declared, That, subject to the precedent Uses, the same Hereditaments and Premises shall go, remain, and be enjoyed, and that the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs, shall stand seised thereof, to the Use of the said *George Ferdinand Fitz Roy*, eldest Son of the said *Charles Fitz Roy* the Father by the said *Ann Fitz Roy* his Wife, and the Heirs Male of the Body of the said *George Ferdinand Fitz Roy* lawfully issuing; and for Default of such Issue to the Use of the said *Charles Fitz Roy* the younger, Second Son of the said *Charles Fitz Roy* the Father by the said *Ann Fitz Roy* his Wife, and the Heirs Male of the Body of the said *Charles Fitz Roy* the younger lawfully issuing; and for Default of such Issue to the Use of the said *William Augustus Fitz Roy*, Third Son of the said *Charles Fitz Roy* the Father by the said *Ann Fitz Roy* his Wife, and the Heirs Male of the Body of the said *William Augustus Fitz Roy* lawfully issuing; and for Default of such Issue to the Use of the said *Henry Fitz Roy*, Fourth Son of the said *Charles Fitz Roy* the Father by the said *Ann Fitz Roy* his Wife, and the Heirs Male of the Body of the said *Henry Fitz Roy* lawfully issuing; and for Default of such Issue to the Use of the Fifth, Sixth, and all and every other Son and Sons of the said *Charles Fitz Roy* the Father on the said *Ann Fitz Roy* his Wife begotten or to be begotten, whether born in his Life-time or after his Decease, severally, successively, and in Remainder One after another, as they and every of them shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons issuing; the elder of such Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred and to take before the younger of the same Sons, and the Heirs Male of his and their Body and Bodies issuing: And and for Default of such Issue to the Use of the First Son of the said *Charles Fitz Roy* the Father on the Body of any after-taken Wife to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the said *Charles Fitz Roy* the Father on the Body of any after-taken Wife to be begotten, whether born in his Life-time or after his Decease, severally, successively, and in Remainder One after another, as they and every of them shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons issuing, the elder of such Sons, and the Heirs Male of his and their Body and Bodies issuing being always preferred and to take before the younger of the same Sons, and the Heirs Male of his and their Body and Bodies issuing: And for Default of such Issue to the Use of the said *Susannah Maria Fitz Roy* and *Charlotta Fitz Roy*, the Daughters of the said *Charles Fitz Roy* the Father by the said *Ann Fitz Roy* his Wife; and of all and every other the Daughter and Daughters of the said *Charles Fitz Roy* the Father on the Body of the said *Ann Fitz Roy* his Wife begotten or to be begotten, to be equally divided between such Daughters, Share and Share alike, and they to take as Tenants in Common and not as joint Tenants, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing: And in case there shall be a Failure of Issue of the Body or Bodies of any such Daughter or Daughters, there being more than



One, then as to the Part and Share, Parts and Shares of and in the said Premises of such Daughter or Daughters whose Issue shall so fail, to the Use of the remaining or other Daughter or Daughters, and the Heirs of her and their Bodies by way of Cross-remainders in Tail; and if the Issue of all such Daughters, save One, shall fail, or if there shall be but One such Daughter, then to such One or remaining Daughter and the Heirs of her Body; and for Default of such Issue to the Use of the said *Charles Fitz Roy* the Father, his Heirs and Assigns for ever.

And it is hereby Enacted and Declared, That the said Two several Terms of Ninety-eight Years and Ninety-nine Years of and in the said several before mentioned Hereditaments and Premises so by this Act before respectively limited, in Use to them the said Lord *George Lenox* and Lord *Frederick Cavendish*, their Executors, Administrators, and Assigns as aforesaid, are so hereby respectively limited, in Use to them upon the several Trusts, and to and for the several Intents and Purposes herein after expressed; that is to say, upon Trust and Confidence that they the said Lord *George Lenox* and Lord *Frederick Cavendish*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, do and shall, by and out of the Rents, Issues, and Profits of the said several Hereditaments and Premises comprised in the said Two several Terms, yearly and every Year, during the joint Lives of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, levy and raise the clear yearly Sum of Four hundred Pounds of lawful Money of Great Britain, free from all Deductions, and do and shall from time to time, during such joint Lives, pay and apply the same unto and for the Benefit of such Person and Persons, and to and for such Intents and Purposes as she the said *Ann*, the Wife of the said *Charles Fitz Roy*, shall from time to time, notwithstanding her Coverture, and as if she were sole and unmarried, by any Note or Writing signed with her Name of her own Hand-writing direct or appoint concerning the same, or any Part thereof; and in Default of such Direction or Appointment, and when as often as no such Direction or Appointment shall be made concerning the said annual Sum, or concerning Part thereof, do and shall pay the same annual Sum, or so much thereof as shall remain unappointed, into the proper Hands of her the said *Ann Fitz Roy*, for her own peculiar and separate Use, the said yearly Sum of Four hundred Pounds, to be paid and payable on the Four most usual Feasts or Days of Payment in the Year herein after-mentioned; that is to say, the Feasts of the Annunciation of the *Blessed Virgin Mary*, the Nativity of *Saint John* the Baptist, *Saint Michael* the Archangel, and the Birth of our Lord *Christ*, by even and equal quarterly Portions, free and clear of and from all Deductions whatsoever; the First quarterly Payment to be made on the Feast of the Annunciation of the *Blessed Virgin Mary* now next ensuing; which said yearly Sum of Four hundred Pounds shall not be subject to the Disposition of the said *Charles Fitz Roy* her Husband, but shall be free from the Power or Control of him the said *Charles Fitz Roy*, and he shall in no wise intermeddle therewith; and the Receipt and Receipts of the said *Ann Fitz Roy*, signed with her Hand, or of such Person or Persons to whom she shall so direct or appoint the same to be paid as aforesaid, shall, notwithstanding her Coverture, be sufficient Discharge and Discharges for the said yearly Sum of Four hundred Pounds, or so much of the same as in and by such Receipt and



Receipts shall be acknowledged or expressed to be received; and upon this further Trust, that they the said Lord *George Lenox* and Lord *Frederick Cavendish*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, do and shall from time to time, during the joint Lives of the said *Charles Fitz Roy* the Father and the said *Ann Fitz Roy* his Wife, permit and suffer the said *Charles Fitz Roy* the Father and his Assigns, after full Payment and Satisfaction of the said yearly Sum of Four hundred Pounds as aforesaid, and the Charges of them the said Trustees, and every of them, relating to the Trusts hereby in them reposed, to receive and take the Residue of the Rents, Issues, and Profits of the said Hereditaments and Premises comprised in the said Two Terms of Ninety-eight Years and Ninety-nine Years, to and for his and their own proper Use and Benefit.

**Provided** always, and be it further Enacted and Declared, That if the said *Charles Fitz Roy* the Father do and shall, during the joint Lives of him and the said *Ann Fitz Roy* his Wife, well and truly pay or cause to be paid to the Hands of the said *Ann Fitz Roy* his Wife, or her Appointee or Appointees, for her sole and separate Use and Disposal, the said clear yearly Sum of Four hundred Pounds, by equal quarterly Payments at or on the Feasts or Days herein before appointed for Payment thereof, it shall and may be lawful to and for the said *Charles Fitz Roy* the Father, and his Assigns, during such joint Lives, to take and receive the Whole of the Rents, Issues, and Profits of the said Hereditaments and Premises comprised in the said Two Terms of Ninety-eight Years and Ninety-nine Years, to and for his and their own Use and Benefit; and upon this further Trust, that if the said *George Ferdinand Fitz Roy*, or any other Son of the Body of the said *Charles Fitz Roy* the Father on the Body of the said *Ann Fitz Roy* begotten or to be begotten, who for the Time being shall be an eldest or only Son, shall attain the Age of Twenty-one Years, and that either of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife shall happen to depart this Life in the Life-time of such eldest or only Son, whether such eldest or only Son shall then have attained the Age of Twenty-one Years or not, they the said Lord *George Lenox* and Lord *Frederick Cavendish*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, when and so soon as such eldest or only Son shall attain the Age of Twenty-one Years, do and shall from thenceforth receive and take out of the Rents, Issues, and Profits of the same Prebend Manor and Lordship, Hereditaments and Premises, the clear yearly Sum of Two hundred Pounds of like lawful Money, during the joint Lives of such eldest or only Son, and of the said Survivor of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, and pay the same unto the said *George Ferdinand Fitz Roy*, or to such eldest or only Son as aforesaid, for his Support and Maintenance, the said yearly Sum of Two hundred Pounds, to be paid and payable at *Midsummer* and *Christmas* in every Year by equal half-yearly Payments, free and clear of and from all Deductions whatsoever; the First half-yearly Payment thereof to be made on such of the said Feasts as shall next happen after the Decease of the said *Charles Fitz Roy* the Father, or the said *Ann Fitz Roy* his Wife so first dying as aforesaid; and upon this further Trust, that they the said Lord *George Lenox* and Lord *Frederick Cavendish*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, do and shall from time to time, during the joint  
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Lives of the said Survivor of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, and of such eldest or only Son, permit and suffer such Survivor of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, his and her Assigns, after full Payment and Satisfaction of the said yearly Sum of Two hundred Pounds as aforesaid, and the Charges of them the said Trustees, and every of them, relating to the Trusts hereby in them reposed, to receive and take the Residue of the Rents, Issues, and Profits of the said Hereditaments and Premises comprised in the said Two Terms of Ninety-eight Years and Ninety-nine Years, to and for his, her, and their own proper Use and Benefit.

**Provided** always, and be it further Enacted and Declared, That if such Survivor of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, do and shall, during the joint Lives of such Survivor, and of such eldest or only Son, well and truly pay or cause to be paid to the Hands of the said *George Ferdinand Fitz Roy*, or to such eldest or only Son as aforesaid, the said yearly Sum of Two hundred Pounds, by equal half-yearly Payments, at or on the Feasts or Days herein before for that Purpose mentioned, it shall and may be lawful to and for such Survivor of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, and his or her Assigns, during such joint Lives of such Survivor, and of such eldest or only Son, to take and receive the Whole of the Rents, Issues, and Profits of the said Hereditaments and Premises comprised in the said Two Terms of Ninety-eight Years and Ninety-nine Years, to and for his, her, and their own Use and Benefit.

**And** be it further Enacted and Declared, That after the Decease of the Survivor of them the said *Charles Fitz Roy* the Father and *Ann Fitz Roy* his Wife, and full Payment made in Manner aforesaid of the said several yearly Sums of Four hundred Pounds and Two hundred Pounds, and all Arrears thereof respectively, and all Costs, Charges, and Expences relating thereto respectively, then the said Two several Terms of Ninety-eight Years and Ninety-nine Years by this Act before limited in Use to them the said Lord *George Lenox* and Lord *Frederick Cavendish*, their Executors, Administrators, and Assigns, of and in the several Hereditaments and Premises herein before specified, shall cease, determine, and be utterly void, to all Intents and Purposes; any Thing herein before contained to the contrary thereof in any-wise notwithstanding.

**Provided** also, and be it further Enacted and Declared, That if the said *Charles Fitz Roy* the Father shall survive the said *Ann Fitz Roy* his Wife, then and in such Case it shall and may be lawful to and for the same *Charles Fitz Roy* the Father, either before or after his Intermarriage with any other Woman or Women, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, but subject and without Prejudice to the Payment of the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds by the Year, hereby made payable to the said Doctor *Richard Browne* and his Successors, Prebendaries of the said Prebend, and without Prejudice to the Remedies and Powers hereby provided for the Recovery thereof, to grant, limit, or appoint unto or to the Use or in Trust for such Woman or Women whom the same *Charles Fitz Roy* the Father



Father may, after the Decease of the said *Ann Fitz Roy* his Wife, happen to marry or take to Wife, for her or their Life or Lives, in Nature of a Jointure or Jointures for her or them, any Rent or annual Sum clear of all Deductions to be issuing out of and chargeable upon all or any Part of the said Prebend Manor and Lordship, Hereditaments and Premises, and to be paid quarterly on the Four most usual Feasts or Days of Payment in the Year, and with such Powers and Remedies for recovering such Rent or annual Sum, when in Arrear, and such Term of Years, for better securing the due Payment thereof, to take Effect immediately after the Decease of the said *Charles Fitz Roy* the Father, as to him the same *Charles Fitz Roy* the Father shall seem meet; yet so nevertheless as that the Rent or annual Sum to be so granted, limited, or appointed to or to the Use of any such Woman or Women by virtue of this Power, do not or shall not exceed in the Whole the yearly Rent or annual Sum of Two hundred Pounds clear of all Deductions.

Provided also, and be it further Enacted and Declared, That it shall and may be lawful to and for the said *Charles Fitz Roy* the Father from time to time during his Life, by Indenture under his Hand and Seal, and after his Decease to and for the said *Ann Fitz Roy*, if she shall survive him, during her life, by Indenture under her Hand and Seal, and also to and for every other Person or Persons who under any of the Limitations or Uses in this Act contained or expressed shall be intitled to any Estate of Freehold or Inheritance of or in the said Manor or Lordship, or of or in all or any Part of the said several Messuages, Lands, Tenements, and Hereditaments in or adjoining or near unto the said Parish of *Saint Pancrass*, otherwise *Kentish Town*, herein before mentioned, as and when he and they shall be in the actual Possession thereof, or any Part thereof, by Indenture or Indentures under his and their several Hands and Seals, to demise and lease all or any Part or Parts of the same Prebend Manor and Lordship, and other the Hereditaments and Premises aforesaid, to any Person or Persons for any Term or Number of Years not exceeding Thirty-one Years, as to him, her, or them shall seem meet; so as all and every such Lease or Leases be made to take Effect in Possession, and not in Reversion; and so as upon every such Demise or Lease there be reserved to be due and payable during the Continuance thereof, to be incident and to go along with the Remainder or Reversion expectant on such Demises or Leases, the best and most improved yearly Rent and Rents that can be reasonably had and obtained for the Premises to be comprised therein respectively at the Time of making such Demises or Leases respectively, or such other yearly Rents as shall be equal to or as beneficial as the yearly Rents, which for the greater Part of Twenty Years last past have been paid or rendered yearly for the same Premises, or a due Proportion of such Rents where Part only shall be leased, without taking any Fine, Income, Premium, or Fore-gift, or any other Thing in the Nature or in Lieu of a Fine, Income, Premium, or Fore-gift, for or in respect of the making such Demises or Leases; and so as in all and every such Demises or Leases there be contained a Condition or Clause of Re-entry, in case the Rent and Rents thereupon to be reserved be behind and unpaid by the Space of Twenty-one Days, and so as none of the respective Lessees be, by any Clause or Words therein contained, freed from Impeachment of, or made dispunishable of or for Waste; and so as the respective Lessees to whom such Leases shall be so made as aforesaid,



aforesaid, do seal and deliver Counter-parts of such Leases respectively; any Thing herein before contained to the contrary in any wise notwithstanding.

**And.** to the end that such fit and convenient Powers and Authorities as the Circumstance of the Case may require may be lodged or vested in proper Persons as Trustees, to enable them to grant as well Building Leases of such Parts or Parcels of the said Premises as may be fit or proper to be built upon, as Repairing Leases of the Houses and Edifices already built or hereafter to be built on any Part or Parcel of the same Premises; **Be it further Enacted and Declared,** by the Authority aforesaid, That it shall and may be lawful to and for the said *Francis* Earl of *Hertford* and *Henry Seymour Conway*, and the Survivor of them, and the Heirs and Assigns of such Survivor, from time to time, by and with the Consent and Approbation of them the said *Charles Fitz Roy* the Father and *Ann* his Wife, or of the Survivor of them, whilst they or either of them shall be living, such Consent and Approbation to be testified by Writing under their Hands, or under the Hand of the Survivor of them, if they or either of them shall be living; and after they the said *Charles Fitz Roy* the Father and *Ann* his Wife shall be both dead, then of the proper Authority of the said Trustees for the Time being, by Indenture or Indentures, under the Hands and Seals of them the said *Francis* Earl of *Hertford* and *Henry Seymour Conway*, or of the Hand and Seal of the Survivor of them, or of his Heirs or Assigns, to grant, demise, or lease unto any Person or Persons whomsoever, and for such Price or Sum, or other Consideration, in Rent, or in Money, or otherwise, as to them the said Trustees for the Time being shall appear to be reasonable, such Part and Parts, Parcel and Parcels of the said Lands, Tenements, Grounds, or Hereditaments, Parcel of the said Prebend Manor, Lands, and Premises as may appear to the said Trustees to be fit or proper to grant and lease out for the Purpose of new Building, and also such and so many or such Parts and Parcels of the Houses, Edifices, or Buildings already built, or hereafter to be built, on any Part or Parcel of the said Manor, Lands, and Premises, as it may appear to the said Trustees to be fit or proper to lease out for the Purpose of effectually repairing, rebuilding, or new building the same; every such Grant, Demise, or Lease to be for any Term or Number of Years, not exceeding the Term of Ninety-nine Years, as to the said Trustees for the Time being shall be thought reasonable for that Purpose, with full Power from time to time in like Manner to renew all and every the Grants, Demises, and Leases, which shall be so made as aforesaid, or which shall be then subsisting, of, upon, or concerning all or any Part of the said Premises, upon such Terms, and for such Prices and Considerations, as shall be by the said Trustees for the Time being thought proper; so as all and every such Grant, Demise, or Lease, or Grants, Demises, or Leases be made to take Effect either in Possession or immediately after the Determination of the present subsisting Leases thereof respectively; and so as that and nevertheless upon every such Grant, Demise, or Lease so to be made there be reserved to be due and payable during the Continuance thereof, to be incident and to go along with the Remainder or Reversion, or Reversionary Interest which shall be next expectant on the Determination of every such Grant, Demise, or Lease, the best and most beneficial Rent and Rents that, considering the Nature of the Case, can be reasonably had and obtained for the same Premises so to be granted, demised, or leased; and so as in all and every such Grants, Demises, or Leases there be

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contained a Condition or Clause of Re-entry, in case the Rent and Rents thereupon to be reserved be behind and unpaid by the Space of Twenty-one Days; and so as the respective Lessees, to whom such Leases shall be so made as aforesaid, do seal and deliver Counter-parts of such Leases respectively; any Thing herein before contained to the contrary thereof in any-wise notwithstanding.

**And be it further Enacted and Declared,** That all and every the Sum and Sums of Money which shall be paid by Way of Fine or Income, for or as a Consideration of any such Grant, Demise, or Lease so to be made, for the Purpose of new building or repairing any such Messuages, Tenements, or Hereditaments as aforesaid, shall be by such Lessee or Grantee paid into the Bank of *England*, in the Manner and for the Purposes as in and by this Act is after directed concerning the same.

**And,** to the end that the same Trustees may have the like Power and Authority to grant to any Person or Persons any such Term, Estate, or Interest of and in any Part of the said Ground, Lands, and Premises, as may enable and empower him and them from time to time to search and dig for Brick Earth, Clay, Loom, Marl, Sand, Ballast, Gravel, and such-like other Materials, on the said Premises, or any Part thereof, and to use, work up, have, take, vend, and carry away the same, and to erect Kilns, Floors, and other proper Works for the Purposes aforesaid; **Be it further Enacted and Declared,** by the Authority aforesaid, That it shall and may be lawful to and for the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and the Survivor of them, and the Heirs and Assigns of such Survivor, from time to time, by and with the Consent and Approbation of them the said *Charles Fitz Roy* the Father and *Ann* his Wife, or of the Survivor of them, whilst they or either of them shall be living, such Consent and Approbation to be testified in Writing under their Hands, or under the Hand of the Survivor of them, if they or either of them shall be living; and after they the said *Charles Fitz Roy* the Father and *Ann* his Wife shall be both dead, then of the proper Authority of the said Trustees for the Time being, by Indenture or Indentures under the Hands and Seals of them the said *Francis Earl of Hertford* and *Henry Seymour Conway*, or under the Hand and Seal of the Survivor of them, or of his Heirs or Assigns, to grant, demise, or lease unto or in Trust for any Person or Persons whomsoever, and for such Price or Sum, or other Consideration, in Rent, or in Money, or otherwise, as by him or them the said Trustee or Trustees for the Time being shall be deemed to be reasonable, such Part and Parts, Parcel and Parcels of the said Lands, Tenements, Grounds, or Hereditaments, Parcel of the said Prebend Manor, Lands, and Premises, as may appear to him or them to be fit or proper to lease and grant out for the Purpose of digging for and getting Brick Earth, Clay, Loom, Marl, Sand, Ballast, Gravel, and such-like other Materials, with Liberty, Licence, and Privilege to erect Kilns, Floors, and other proper Works for the raising, converting, and manufacturing such of the said Materials as may be fit for that Purpose into Brick, Tile, or other Earthen Ware, and for vending, converting, or otherwise disposing of the same, and other the Materials aforesaid; all and every of which Grant and Grants, Demise and Demises, Lease and Leases, shall or may be made or granted for any such Term or Number of Years, not exceeding the Term of Twenty-one Years; and the Grantee or Grantees, Lessee or Lessees therein to be named, shall be so far punishable of Waste, or so far exempted



exempted from any Punishment for committing Waste, and shall have Liberty and Privilege to do and commit Waste, as to the said Trustees for the Time being shall be thought reasonable for that Purpose; so as that nevertheless all such Grant and Grants, Demise and Demises, Lease and Leases be made to take Effect in Possession, and not in Reversion; and so as that upon all and every such Grants, Demises, or Leases so to be made, there be reserved and made payable yearly during the Continuance of the Term, Estate, and Interest thereby to be granted, over and besides the gross Sum, Fine, Consideration-money, or other Income (if any) which shall or may be agreed to be paid for the making such Grants, Demises, and Leases respectively, as great or as good and beneficial yearly Rent and Rents, to be incident to and go along with the immediate Remainder or Reversion, or Reversionary Interest which shall be next expectant on the Determination of all and every such Grant or Grants, Demise or Demises, Lease or Leases respectively, as immediately before the making such Grants, Demises, or Leases was or were respectively paid or rendered for the Herbage, Vesture, or Surface of the Ground so to be granted, demised, or leased; and so as there be also reserved and made payable to the said Trustee or Trustees for the Time being, by and under some express Covenant or Agreement in such Grants, Demises, or Leases on the Part of the Grantees or Lessees to be contained respectively, such farther or additional yearly or other Sum or Sums to be made payable to the said Trustee or Trustees for the Time being, by way of additional Consideration or Price for making the same, as to such Trustee or Trustees shall seem reasonable to be paid for the Liberties, Privileges, Benefits, and Advantages thereby to be granted; and so as in all and every such Grants, Demises, and Leases there be contained a Condition or Clause of Re-entry in case the Rent and Rents thereupon to be reserved be behind and unpaid by the Space of Twenty-one Days; and so as the respective Grantees and Lessees to whom such Grants, Demises, and Leases shall be so respectively made as aforesaid, do severally seal and deliver Counter-parts of such Leases respectively, and do enter into proper Covenants for covering the Ground and Soil at or before the End of the Term or Terms thereby to be granted with the old Mould, and with such a farther Quantity of new or other proper Mould, Soil, or Compost, and for levelling the Ground and Soil, in such Order, Course, and Manner, and such other Clauses, Conditions, Provisoes, Covenants, and Agreements, as to the said Trustee or Trustees for the Time being shall seem reasonable; any Thing herein before contained to the contrary thereof in any-wise notwithstanding.

And be it further Enacted and Declared, That all and every the Sum and Sums of Money which shall be paid by way of Fine or Income for or by way of Price or Consideration, or in Part of the Price or Consideration agreed to be paid for the making such Grants, Demises, and Leases respectively, and all and every the farther and additional yearly and other Sum and Sums of Money which shall be covenanted to be paid by way of Increase of Rent, or as a farther Consideration or Price for the having made such Grants, Demises, or Leases respectively, for the Purpose of enabling any Person or Persons to search and dig for Brick Earth, Clay, Loom, Marl, Sand, Gravel, Ballast, or other Materials, or for any such Purpose, shall be by such Grantee, Lessee, or Contractor likewise paid into the Bank of England, in



in the Manner and for the Purposes as in and by this Act is after directed concerning the same Sum and Sums, and every of them.

And whereas there are divers Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments, which are held by Copyhold or by Customary Tenants to them and their Heirs at the Will of the Lord of the said Manor and Lordship of *Tottenbam Hall*, otherwise *Tottenbam Court*, otherwise called the Manor of *Tottenbam*, otherwise *Tottenhall*, by Copy of Court Roll, by and under certain Rents and Services, according to the Custom of the same Manor, and many of the said Copyhold or Customary Tenants may be desirous for and upon reasonable Terms and Considerations, and without lessening the yearly Rents which they are respectively liable to pay, to contract for the Enfranchisement of their said several Copyholds; It is hereby further Enacted and Declared, That it shall and may be lawful to and for the said *Francis* Earl of *Hertford* and *Henry Seymour Conway*, and for the Survivor of them, and the Heirs and Assigns of such Survivor, and he and they is and are hereby authorized, impowered, and directed, by and with the Consent and Approbation of the said *Charles Fitz Roy* the Father and *Ann* his Wife, or of the Survivor of them, whilst they or either of them shall be living, such Consent and Approbation to be signified under their Hands, or under the Hand of the Survivor of them, if either of them shall be living: and if they the said *Charles Fitz Roy* the Father and *Ann* his Wife shall be both dead, then of the proper Authority of them the said *Francis* Earl of *Hertford* and *Henry Seymour Conway*, or of the Survivor of them, or of the Heirs or Assigns of such Survivor, from time to time and at all Times hereafter, upon Payment of any such Sum or Sums, or other such Price or Consideration in Money for the same, as he or they shall think reasonable, by any Deed or Deeds, to be sealed and delivered by him or them in the Presence of Two or more credible Witnesses, to make any Enfranchisement or Enfranchisements, and to grant, bargain, and sell unto and to the Use of or in Trust for any Person or Persons whomsoever, being Copyhold or Customary Tenants, or Holders of any Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments, Parcel or reputed Parcel of the said Manor, the Freehold and Inheritance of any Messuages, Lands, Tenements, or Hereditaments, by any such Person or Persons holden or reputed to be holden to him or them, and to his and their Heirs, for any Copyhold or Customary Estate or Interest, as Part or Parcel of the said before-mentioned Manor, or holden or reputed to be holden as of the said Manor, or of, from, or under the Lord or Lords of the said Manor, by any other Customary Tenure or Holding whatsoever, so as the Person or Persons to or for the Benefit of whom such Enfranchisements, Grants, Bargains, and Sales shall be respectively made, and his and their Heirs and Assigns, shall and may respectively hold and enjoy the said Messuages, Lands, Tenements, and Hereditaments which shall be so enfranchised, and the Freehold and Inheritance whereof shall be so granted, bargained, and sold as aforesaid, freed and discharged of and from all Fines, and other Payments by way of Fines for Admittance, and of and from all Heriots, Suits, Customs, and Customary Services from thenceforth to grow due to the Lord or Lords of the said Manor for or in respect of the said Messuages, Lands, Tenements, or Hereditaments which shall be so enfranchised, or the Freehold and Inheritance whereof shall be so granted, bargained, and sold as aforesaid;



as aforesaid; yet so as upon every such Enfranchisement, Grant, Bargain, and Sale which shall be so made, there shall be reserved and made for ever payable to the said Lord or Lords of the said Manor whereof the said Copyhold Premises were or are before holden the ancient yearly Rents and Payments, by way of Chief-rents, Quit-rents, or Rent-services, with such Suit of Court to the said Manor, or such other yearly Rents and Services, as by them the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall be deemed to be as good and beneficial as, or better or more beneficial than, the yearly Rents, customary or annual Payments, Suits, and Services, which now are or were anciently or accustomedly paid or rendered, or which before ought to be paid and rendered for the same; and so as all such Rights and Privileges of Fowling, Hunting, and Hawking, and of chasing and killing of Game and Beasts of Chace, and all such ancient Piscaries and Fishings, as were anciently used, exercised, or enjoyed, or ought to be used, exercised, or enjoyed by the Lord of the said Manor for the Time being, his Heirs or Assigns, be also reserved to the said Lord for the Time being upon every such Enfranchisement, Grant, Bargain, and Sale as aforesaid.

And be it further Enacted and Declared, That all and every the Sum and Sums of Money which shall be paid by way of Fine or Income, or as a Consideration for any such Enfranchisement or Enfranchisements as aforesaid, shall, by such Person or Persons, to or for the Benefit of whom such Enfranchisements, Grants, Bargains, and Sales shall be so respectively made, be also paid into the Bank of *England*, in the Manner and for the Purposes as in and by this Act is after-directed concerning the same.

And be it further Enacted and Declared, That all and every the Sum and Sums of Money which shall arise or have arisen by way of Fines or Incomes, or by way of Price or Consideration for making or granting such Grants, Leases, or Demises, as in this Act before is mentioned, or for making such Grants or Enfranchisements of all or any of the said Copyhold or Customary Lands or Hereditaments, as in this Act before is mentioned, or for the granting such Powers, Licences, or Privileges for the digging or getting such Brick Earth, Clay, Loom, Marl, Sand, Ballast, Gravel, or other Materials, or for making any other Contracts or Grants in relation thereto, as in this Act before is mentioned, shall be paid by the Lessees, Grantees, or Contractors respectively into the Bank of *England*, in the Name and with the Privity of the Accomptant General of the High Court of Chancery, to be placed there in his Books to the Account or Credit of the said *Francis Earl of Hertford* and *Henry Seymour Conway*, or the Survivor of them, or the Heirs of such Survivor, pursuant to the Method prescribed by the Statute of the Twelfth Year of his late Majesty King *George* the First, Chapter the Thirty-second, and the Orders of the said Court, without Fee or Reward, according to the Statute of the Twelfth Year of his late Majesty King *George* the Second, Chapter the Twenty-fourth, there to remain until as herein after by this Act is directed; and that the Certificate or Certificates to be given by the said Accomptant General, together with the Receipt and Receipts of the Cashier of the Bank, to be thereto annexed and therewith filed in the Register's Office of the said Court of Chancery, of the Payment into the Bank



by such Lessee, Grantee, or Contractor of his or their respective Fines, or other Monies, as aforesaid, shall from time to time and at all Times thereafter be a good and effectual Discharge or Discharges to all and every such Lessee, Grantee, or Contractor respectively for so much of the said Monies for which such Certificate or Certificates shall be made or granted; and that after the Filing of such Certificate or Certificates, and Receipt or Receipts of the Cashier of the Bank as aforesaid, such Lessees, Grantees, and Contractors respectively, and his and their Heirs, Executors, Administrators, and Assigns, shall be and he and they respectively are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss or Misapplication of the said Fines or Money, or any Part thereof.

And whereas various Opportunities may offer of selling or disposing to very great Advantage of divers Parts and Parcels of the said Prebend Manor or Lordship, Messuages, Lands, Grounds, Tenements, and Hereditaments, so hereby vested in them the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs, Be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and the Survivor of them, and the Heirs of such Survivor, from time to time, by and with the Consent and Approbation of them the said *Charles Fitz Roy* the Father and *Ann* his Wife, or the Survivor of them, whilst they or either of them shall be living, such Consent and Approbation to be testified by Writing under their Hands, or under the Hand of the Survivor of them, if they or either of them shall be living; and after they the said *Charles Fitz Roy* and *Ann* his Wife shall be both dead, then of the proper Authority of the said Trustees for the Time being; but subject nevertheless to the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds as to such Parts of the said Premises as by this Act are made chargeable therewith, and to the Remedies and Powers hereby established for the Recovery thereof, to grant, bargain, sell, alien, make Sale or dispose of all or any Part or Parcel of the said Prebend Manor or Lordship, Messuages, Lands, Tenements, Grounds, Hereditaments, and Premises so hereby vested in them the said *Francis Earl of Hertford* and *Henry Seymour Conway*, and their Heirs as aforesaid, and of the Fee-simple and Inheritance thereof, to any Person or Persons, and his, her, or their Heirs, either together or in Parcels, for such Price or Prices as to them the said *Francis Earl of Hertford* and *Henry Seymour Conway*, or to the Survivor of them, or the Heirs of such Survivor, shall seem reasonable; and that all and every the Sum and Sums of Money which shall arise by any such Sale or Sales shall be paid by the Purchaser or Purchasers of the said Premises into the Bank of *England*, in the Name and with the Privy of the Accomptant General of the said Court of Chancery, to be placed to his Account there, in Manner as is herein before directed with respect to the Monies which shall arise from Fines or Incomes on granting Leases or making Enfranchisements pursuant to this Act: And that the Certificate and Certificates to be given by the said Accomptant General, together with the Receipt and Receipts of the Cashier of the Bank, to be thereto annexed and therewith filed in the Register's Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser or Purchasers of his or their respective Purchase-money, shall from time to time and at all Times thereafter be a good and effectual Discharge and Discharges to all and



and every the respective Purchaser or Purchasers of the said several Premises, and his and their Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-money for which such Certificate or Certificates shall be made or granted; and such Purchaser or Purchasers shall not, after the Filing of such Certificate or Certificates, and Receipt or Receipts of the Cashier of the Bank as aforesaid, be answerable or accountable for any Loss or Misapplication of the said Purchase-moneys, or any Part thereof, or be concerned to see to the Application thereof.

And be it further Enacted and Declared, That when all or any Part of the said Prebend Manor or Lordship, or of the said Messuages, Lands, Tenements, Hereditaments, and Premises hereby vested in the said *Francis Earl of Hertford and Henry Seymour Conway*, and their Heirs as aforesaid, shall be so sold, and such Certificate or Certificates, and Receipt or Receipts of the Cashier of the Bank, shall be given and filed for the Purchase-moneys as aforesaid, all and every the Uses, Estates, Trusts, Powers, Provisoos, and Limitations in this Act before limited, declared, or expressed of and concerning such and so much of the said Prebend Manor or Lordship, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby vested in the said *Francis Earl of Hertford and Henry Seymour Conway*, and their Heirs as aforesaid, as shall be so sold or disposed of in pursuance of this Act, other than and except the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds as to such Parts of the said Premises as by this Act are made chargeable therewith, and the Remedies and Powers by this Act before established for the Payment thereof, shall from thenceforth absolutely cease, determine, and be void, to all Intents and Purposes whatsoever; and then and from thenceforth such Part and Parts, and so much of the same Prebend Manor or Lordship, Messuages, Lands, Tenements, Hereditaments, and Premises as shall be so sold, disposed of, or conveyed, shall immediately thereafter remain, continue, and be, and shall be held and enjoyed, to the only Use and Behoof of the Person or Persons respectively to whom the same shall be so respectively sold and conveyed, and his, her, and their Heirs respectively for ever, or to the Use and Behoof of such other Person or Persons, and for such Estate or Estates, Intents or Purposes, as the same Person or Persons to whom the same shall be so sold and conveyed shall respectively direct or appoint, freed, exempted, and absolutely discharged from and against all and every the Estates, Uses, Trusts, Limitations, Powers, and Provisoos in and by this Act before limited, expressed, or declared of and concerning the same Hereditaments and Premises, other than and except the said perpetual annual Sum or yearly Rent-charge of Three hundred Pounds as to such Parts of the said Premises as by this Act are made chargeable therewith, and the Remedies and Powers by this Act before established for the Payment thereof.

And it is hereby Enacted and Declared, That all and every the Sum and Sums of Money which shall be so paid into the Bank as aforesaid by all or any of the Means herein before-mentioned, shall, when and so soon as a convenient Purchase or Purchases can be found wherein to invest the same, to be approved of by the said Court of Chancery, upon a Petition to be preferred to the said Court in a summary Way, at the Expence of the Person intitled to the Rents and Profits of the Lands and Hereditaments so to be purchased, be paid



by the Order of the said Court out of the Bank, and laid out and invested in One or more Purchase or Purchases of the Fee simple and Inheritance in Possession of Lands, Tenements, or Hereditaments, to be situate, lying, or being, or to be arising in or within or forth from some Place or Places, either in the County of *Middlesex*, or within One hundred and Fifty Miles from the same, and to be held for a clear and indefeasible Estate of Inheritance in Fee-simple in Possession, free from Incumbrances, except Fee-farm, Chief, or Quit-rents; and immediately after such Purchase or Purchases shall be made, all and singular the Lands, Tenements, and Hereditaments, which shall be so purchased as aforesaid, shall be settled, conveyed, and assured to such and the same Uses, upon such and the same Trusts, and for such and the same Ends, Estates, Intents, and Purposes, and charged in the same Manner, and with, under, and subject to such and the same Powers, Provisoos, Declarations, and Agreements, as are in and by this Act herein before expressed, limited, and declared of and concerning the several Lands, Grounds, Hereditaments, and Premises of or concerning or in respect of which such Sales, Infranchisements, Grants, Contracts, Demises, Leases, Liberties, Licences, or Privileges shall be respectively made as aforesaid, or to, upon, for, and subject to such and so many of the said Uses, Estates, Trusts, Powers, Provisoos, and Limitations as shall be then existing, undetermined, or capable of taking Effect.

And be it further Enacted and Declared, That the said *Francis* Earl of *Hertford* and *Henry Seymour Conway* shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he shall respectively actually receive; and that no One shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them, or for any Loss which shall happen in laying out or depositing any of the Monies which shall come to his or their Hands by virtue of the Trusts reposed in them by this Act, unless the same happen by or through his or their wilful Default; and also that they the said *Francis* Earl of *Hertford* and *Henry Seymour Conway*, and their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents, Produce, and Profits of the said Estates and Premises hereby vested in them as aforesaid, or out of the Money arising by Means thereof as aforesaid, retain to and reimburse themselves all reasonable Costs, Charges, and Expences that they respectively shall or may sustain or be put unto in or about the Execution of the Trusts hereby in them reposed.

And be it further Enacted and Declared, by the Authority aforesaid, That nothing in this Act contained shall extend, or be construed to extend, in any Way to prejudice, lessen, impeach, or defeat the Right, Title, or Property of the said *Richard Browne* and his Successors to the Stall in the Choir of the said Cathedral Church belonging to the said Prebend, or to Voice and Room in the said Chapter House of the said Church, or to any Manner of Bread and Bread-money, Drink and Drink-money, to the same Prebend of ancient Time belonging and appertaining, or to any Dividends or other Profits whatsoever which the said *Richard Browne* and his Successors might or at any Time hereafter ought to have by reason of his or their Presence or Residence in the  
Cathedral



Cathedral Church of *Saint Paul* afore said ; any Thing herein before contained to the contrary thereof in any-wise notwithstanding.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Richard Browne*, Prebendary of the said Prebend, and his Successors, the said *Richard* Lord Bishop of *London* and his Successors, Bishops of *London*, and the said Dean and Chapter of the said Cathedral Church of *Saint Paul* and their Successors, the said *Charles Fitz Roy* the Father and *Ann* his Wife respectively, and the said *George Ferdinand Fitz Roy*, *Charles Fitz Roy*, *William Augustus Fitz Roy*, *Henry Fitz Roy*, and all and every other Son and Sons of the Bodies of the same *Charles Fitz Roy* the Father and *Ann* his Wife begotten or to be begotten, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons ; and also the First and every other Son and Sons of the said *Charles Fitz Roy* the Father by any after-taken Wife to be begotten, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons ; and also the said *Susanna Maria Fitz Roy* and *Charlotta Fitz Roy*, and all and every other the Daughter and Daughters of the same *Charles Fitzroy* the Father and *Ann* his Wife, and the Heirs of the Body and respective Bodies of all and every such Daughter and Daughters ; and also the Heirs of the said *Charles Fitz Roy* the Father, and the Trustees named in the said recited Indenture of Settlement, and their respective Heirs and Assigns, and all and every other Person and Persons claiming or to claim any Use, Estate, Trust, or Interest, either in Law or Equity, of, in, to, or out of the said Estates and Premises hereby vested in them the said *Francis* Earl of *Hertford* and *Henry Seymour Conway*, and their Heirs, to such Uses as are in this Act before expressed by virtue of or under the Limitations of the said recited Settlement, or any Part thereof) all such Right, Title, Interest, Benefit, Profit, Claim, and Demand whatsoever, of, in, to, or out of the said Prebend Manor and Lordship, Lands, Tenements, Hereditaments, and Premises hereby vested as afore said, every or any Part thereof, as they, every or any them, had before the Passing of this Act, or could or might have had and enjoyed in case this Act had not been made.



# A C T

T O

Subject and charge a competent Part of the Manor and Lordship of *Tottenham Hall*, otherwife *Tottenham Court*, in the County of *Middlesex*, and of the Lands and Hereditaments thereunto belonging, with the Payment of a perpetual yearly Rent-charge to Doctor *Richard Browne* and his Successors; and for divesting the Fee-simple and Inheritance of the said Premises out of him and his Successors, and for vesting the same in Trustees to the Use of *Charles Fitz Roy*, Esquire, and *Ann* his Wife, and their Issue, with such Powers and Authorities as therein are mentioned.

[ 1768. ]



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